**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

S & L VITAMINS, INC., Plaintiff/Counterclaim Defendant, - vs. – AUSTRALIAN GOLD, INC., Defendant/Counterclaim Plaintiff.	CIVIL ACTION NO. 05-CV-1217 (JS) (MLO) **STIPULATED PROTECTIVE ORDER**
AUSTRALIAN GOLD, INC., Third Party Plaintiff, - vs. – LARRY SAGARIN AND JOHN DOES 1-10, Third Party Defendants.	

The Court, pursuant to Federal Rule of Civil Procedure 26(c), for good cause shown, hereby enters the following Protective Order:

1. This Order shall govern all discovery materials, including but not limited to requests for production of documents, interrogatories and depositions or portions thereof, which are designated as "Confidential - Attorney's Eyes Only" by the producing party. The word "document" means all documents and things subject to copying and inspection under the F.R.C.P. 34, including electronically stored information and all media of any type furnished by a producing party formally or informally, as part of this action. This Order also includes all

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documents or information derived from documents designated as "Confidential - Attorney's Eyes Only," as well as all copies, excerpts or summaries thereof.

2. All "Confidential - Attorney's Eyes Only" documents and information shall be used by the parties solely for the purpose of this action, and not for any other purpose. Control and distribution of "Confidential - Attorney's Eyes Only" documents covered by this Order shall be the responsibility of the attorneys of record.

3. No person shall disclose "Confidential - Attorney's Eyes Only" documents or any information to any other person except as provided in this Order. "Confidential - Attorney's Eyes Only" documents and information derived therefrom may be inspected by and disclosed to the following persons only, and only for the purpose of conducting this lawsuit:

(a) Counsel of record representing any party in this action and employees or agents of such counsel;

(b) Independent experts or consultants and their staff retained by counsel to assist in the preparation of the trial of this action; and

(c) The Court and any persons employed by it working on this action.

4. Each person, as identified in paragraphs 3(a) and (b) above, to whom disclosure of "Confidential - Attorney's Eyes Only" documents is permitted pursuant to this Order shall be shown a copy of this Order and shall execute the Acknowledgment, appended hereto as Attachment A, that the person:

(a) Has read and received a copy of this Order, is familiar with its provisions, and agrees to be bound and abide by its terms;

(b) Shall not copy or use such "Confidential - Attorney's Eyes Only" documents or information derived therefrom for any purpose other than in connection with the prosecution or defense of this action but only in such a manner as allowed by this Order;

(c) Shall not reveal such "Confidential - Attorney 's Eyes Only" documents or information derived therefrom to any person other than a person authorized to receive such materials under this Order; and

(d) Upon termination of his or her connection with this lawsuit, shall return "Confidential - Attorney's Eyes Only" documents to the counsel or person who provided them in the first instance.

5. The documents provided to the person shall be identified on the Acknowledgment by document number where possible and by description if no document number is available. A copy of the Acknowledgment of each person shall be made available to the opposing party upon request. The original of the Acknowledgment shall be maintained by the counsel of record who authorizes the disclosure.

6. Production of documents without a designation that those documents are "Confidential - Attorney's Eyes Only" documents will not be deemed a waiver of the producing party's right to so designate such documents, or seek such other confidential treatment as may be appropriate. Inadvertent failure to designate such documents as "Confidential - Attorney's Eyes Only" may be corrected by supplemental written notice to the receiving party as soon as it is practicable and reasonable.

7. Any portion of any deposition taken in this matter where documents designated "Confidential - Attorney's Eyes Only" are used or information contained thereon is being testified to, or where the subject matter of the deponent is deemed to be a trade secret or other confidential or proprietary information, such portion of the deposition shall be designated as "Confidential - Attorney's Eyes Only." During any portion of the deposition designated as "Confidential - Attorney's Eyes Only," no representative from the non-testifying party shall be present and such portion shall be separately bound and designated as "Confidential - Attorney's

Eyes Only." Within ten (10) days of receipt of the deposition transcript, counsel for either party may designate additional portions of the deposition as "Confidential-Attorney's Eyes Only."

8. Any party may object to the designation of particular material as "Confidential - Attorney's Eyes Only" by giving written notice to the party that produced the material and designated the material "Confidential - Attorney's Eyes Only." Such written notice shall identify that material to which the objection is directed and the basis of the objection. If the objecting and designating parties are unable to resolve their differences within ten (10) days from the time the notice is received, the non-designating party may file an appropriate request for the Court to rule that the disputed material should be subject to the protection of this Order. The disputed material shall remain confidential and subject to the terms of this Order unless and until the Court rules otherwise.

9. If any party in possession of "Confidential - Attorney's Eyes Only" documents is served legal process or any other request seeking production of "Confidential - Attorney's Eyes Only" documents, that party shall promptly notify the producing party of the pendency of such subpoenas as soon as reasonably possible, and in any event, before the return date of the legal process or request.

10. This Order shall not terminate at the conclusion of this lawsuit. Within ninety (90) days after conclusion of this lawsuit as to all parties, all materials designated "Confidential - Attorney's Eyes Only," including all copies of such documents and any excerpts or summaries thereof, including copies attached to Court filings, shall either be returned to the producing party or destroyed. Counsel of record shall certify compliance herewith and serve such certification upon opposing counsel no more than one hundred twenty (120) days after the termination of this

lawsuit. Nothing in this Order shall prevent a producing party from using its own documents or information for any purposes.

The terms of this Order are subject to modification, extension, or limitation as may be hereinafter agreed to by all parties, or as ordered by the Court.

IT IS SO ORDERED THIS _____ day of _________________, 2006.

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Judge, United States District Court for the
Eastern District of New York

ATTACHMENT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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STATEMENT AGREEING TO CONFIDENTIAL TREATMENT OF MATERIALS

I, ______________________________, being duly sworn, state that:

My present residential address is ____.

My present employer is ____ and the address of my present employer is ____.

My present occupation or job description is ______________________________.

I have received and carefully read the Court's Protective Order dated __________, 2006 and understand its provisions. Specifically, I understand that I am obligated, under order of the Court, to hold in confidence and not to disclose the contents of any document marked

"CONFIDENTIAL – ATTORNEY'S EYES ONLY" to anyone other than those persons identified in paragraph three (3) of the Protective Order. I further understand that I am not to disclose to persons other than those persons identified in paragraph three (3) of the Protective Order any words, substances, summaries, abstracts or indices of the confidential information, documents or things disclosed to me. I will never use the information, directly or indirectly, in competition with the producing party or non-party nor will I permit others to do so. In addition to the foregoing, I understand that I must abide by all of the provisions of the Protective Order.

At the termination of this action or at any time requested by counsel, I will return to counsel for the party by whom I am employed or to counsel by whom I am employed all documents and other materials, including notes, computer data, summaries, abstracts, or any other materials including or reflecting confidential information that have come into my possession, and will return all documents or things I have prepared relating to or reflecting such information.

I understand that if I violate the provisions of this Protective Order, I will be in violation of a Court Order and subject to sanctions or other remedies that may be imposed by the Court and potentially liable in a civil action for damages. I consent to the exercise of personal jurisdiction by the United States District Court for the Eastern District of New York with respect to any violations of this Protective Order.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

____

SUBSCRIBED and SWORN to before me
this _____ day of _______________, 200__

Notary Public

My Commission Expires

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